the previous offense is barred by the statute of limitations,[12] or was committed in another jurisdiction.[13] But evidence of similar acts with other women is not admissible.[14] It may be said that one who is accustomed to indulge his passions with women generally is more likely to have done so with a particular woman. But the probability is not so strong as in the principal cases. Moreover, evidence of promiscuous intercourse is nothing but evidence of bad character which is excluded whatever its probative force.[15]

RECENT CASES.

ADMIRALTY — TORTS — DAMAGES RECOVERABLE FROM ONE OF TWO VESSELS AT FAULT. — In a collision between vessels A and B in which both were at fault, the cargo on A was damaged. An action was brought, and both vessels were in court. The cargo-owner could probably recover nothing from A. *Held*, that he can recover from B only half of the amount of his damage. *The Drumlanrig*, [1910] P. 249.

At common law, a person damaged by the tort of several tortfeasors can usually get full compensation from any one of them. See *Halsey* v. *Woodruff*, 9 Pick. (Mass.) 555. But *cf.* 23 HARV. L. REV. 406. In the old English admiralty court, however, it was held that only one-half could be recovered from either of two vessels at fault. *The Milan*, Lush. 388. The latest case follows this decision only because it is regarded as establishing an admiralty rule within the meaning of sec. 25, sub-sec. 9 of the Judicature Act, 1873, two of the lords justices admitting that it is indefensible on principle. See *Chartered Mercantile Bank of India* v. *Netherlands India Steam Navigation Co.*, 10 Q. B. D. 521. In this country, if both vessels are in court and each is able to pay half, a decree is entered for a moiety against each. *The Sterling and The Equator*, 106 U. S. 647; *The Washington and The Gregory*, 9 Wall. (U. S.) 513. But where the libellant cannot be made whole in this way, the more valuable vessel is held for the balance. *The Alabama and The Game-Cock*, 92 U. S. 695. And even if he libels but one vessel, he is allowed complete compensation from its proceeds, the libellee then having a right of contribution from the other tortfeasor. See *Erie R. Co.* v. *Erie & Western Transportation Co.*, 204 U. S. 220. The same rights are given even where a shipper is barred by the Harter Act from recovering anything against one of the vessels. See 16 HARV. L. REV. 171–177. But see HUGHES, ADMIRALTY, 278, 279. And *cf. The Maine*, 161 Fed. 401.

ALIENS — NATURALIZATION — "FREE WHITE PERSONS." — A Parsee applied for naturalization. *Held*, that he should be admitted. *United States* v. *Balsara*, 180 Fed. 694 (C. C. A., Second Circ.).

For a discussion of the principles involved, see 23 HARV. L. REV. 561.

BANKRUPTCY — PROVABLE CLAIMS — RENT ON UNEXPIRED LEASE. — A lease provided that the lessor could reënter if the rent was not paid or the lessee became bankrupt, and that the lessee should pay the difference between the rent reserved and that collectible from other sources. The lessee became

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[12] Taylor *v.* State, 110 Ga. 150.
[13] State *v.* Snover, *supra*.
[14] McAllister *v.* State, 112 Wis. 496; Nicholizack *v.* State, 75 Neb. 27.
[15] State *v.* Lapage, 57 N. H. 245.

bankrupt, and the lessor leased the premises to another at a lower rent than that reserved, and filed a claim against the bankrupt's estate for the difference. *Held*, that the claim is not provable in bankruptcy. *Matter of Roth & Appel*, 24 Am. B. Rep. 588 (C. C. A., Second Circ.). *Held*, that the claim is provable. *In re Caloris Mfg. Co.*, 179 Fed. 722 (Dist. Ct., E. D. Pa.).

Under section 63a of the Bankruptcy Act of 1898, debts may be proved which are "(1) a fixed liability, . . . absolutely owing at the time of the filing of the petition; . . . (4) founded upon a contract." What contingent claims are provable in bankruptcy is still unsettled. See 23 HARV. L. REV. 636. Claims for unaccrued rent, however, are incapable of being proved. *Watson* v. *Merrill*, 136 Fed. 359; *In re Mahler*, 105 Fed. 428. Regarding the claim in the present case as one of indemnity for loss of rent, it would be desirable to allow it to be proved, for the bankrupt would be thereby released from future liability and the lessor protected. But by the accepted construction of the Bankruptcy Act, the first and fourth clauses of section 63a must be taken together, and the debt founded upon a contract must be a fixed liability absolutely owing at the time of the filing of the petition. *In re Adams*, 130 Fed. 381. Hence the claim should not be provable.

CONFLICT OF LAWS — MAKING AND VALIDITY OF CONTRACTS — WHAT LAW GOVERNS INDORSEMENT. — A note made by a husband, payable to the order of his wife, was indorsed by her for his accommodation and delivered by him in New York. The note was dated and payable in New Jersey. *Held*, that the law of New Jersey governs the validity of the indorsement, and that there can be no recovery from the wife. *Basilea* v. *Spagnuolo*, 77 Atl. 532 (N. J., Sup. Ct.).

A married woman cannot be held as an accommodation indorser in New Jersey. GEN. STAT. N. J., TIT. MARRIED WOMEN, § 26. But the capacity of a married woman to contract depends on the law of the place where the contract is made. *Milliken* v. *Pratt*, 125 Mass. 374. A contract of indorsement is made where the note is delivered. *Briggs* v. *Latham*, 36 Kan. 255; *Stubbs* v. *Colt*, 30 Fed. 417. Even when the note is payable at a particular place the contract of indorsement, being a distinct contract from that of the maker, is made where delivery is made and is governed by the laws of that place. STORY, CONF. OF LAWS, 8 ed., § 315. In the principal case, therefore, the contract of indorsement was made in New York, and by the law governing the capacity of married women there the defendant was liable. N. Y. CONSOL. LAWS, 1909, c. 19, § 51. The decision is therefore erroneous, unless it can be sustained on the ground that a contract valid in New York will not be enforced by the New Jersey courts if it is condemned by the positive law of the state, or inconsistent with the public policy thereof as declared by the legislature. *Thompson* v. *Taylor*, 65 N. J. L. 107.

CONFLICT OF LAWS — PERSONAL JURISDICTION — JURISDICTION TO AWARD THE CUSTODY OF CHILDREN. — A woman obtained a divorce from her husband in Connecticut, and was given the custody of their children. Afterwards she went with them to Germany, intending to make her home there. Some years later, at the petition of the father, the decree for the custody of the children was modified so as to require the mother to send them to the father every year for a visit. *Held*, that this modification is proper. *Morrill* v. *Morrill*, 77 Atl. 1 (Conn.). See NOTES, p. 142.

CONSTITUTIONAL LAW — MAKING AND CHANGING CONSTITUTIONS — MATTER APPROPRIATE FOR CONSTITUTION. — The Missouri constitution provides for the initiation of constitutional amendments by popular petition. The Secretary of State refused to file a petition for an amendment fixing legislative districts for ten years. *Held*, that he need not file the petition, (1) be-